

CHICAGO AND



TRANSPORTATION COMPANY

OFFICE OF THE SECRETARY

DIRECT DIAL NUMBER

312/559-6158

May 7, 1990

File No. A-11646

C-334

RECORDATION NO. 13330-C  
FILED 1425

MAY 14 1990 - 10 55 AM  
INTERSTATE COMMERCE COMMISSION

0-131A002

Ms. Noretta McGee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Dear Ms. McGee:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are Counterparts of Release and Bill of Sale covering railroad equipment under Equipment Lease and Security Agreement among North Western Leasing Company, Continental Bank, N.A., and this Company dated November 31, 1981, assigned Recordation Nos. 13330 and 13330-A, respectively.

Enclosed is a check for \$15.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterparts showing recordation data.

Sincerely,

*Lisa M. Fanelli*

Lisa M. Fanelli  
Manager-Stock Operations

Enclosure

cc: R. M. Grossman  
R. R. DeWitt  
W. H. Clark III  
K. H. Lange  
J. G. Marski  
R. S. Morgan

f-cs37k3

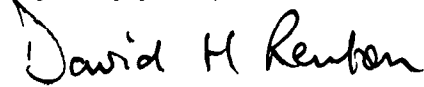
MAY 14 10 49 AM '90  
MOTOR OPERATING UNIT

The Honorable Agatha L. Mergenovich  
Page 2  
April 21, 1982

A description of the equipment covered by this document is set out in the primary document. The Amendment does not affect the equipment subject to the Equipment Lease.

A fee of \$10 is enclosed. Please return the original to me at the above address.

Very truly yours,

A handwritten signature in black ink that reads "David H. Renton". The signature is written in a cursive style with a large, stylized 'D'.

David H. Renton  
Assistant General Counsel

Enclosures

APR 23 1982 -W 40 AM  
INTERSTATE COMMERCE COMMISSION

## AMENDMENT

THIS AMENDMENT dated as of January 1, 1982 is entered into between MERCANTILE TEXAS CAPITAL CORPORATION (the "Lessor") and RICHMOND LEASING COMPANY (the "Lessee") to amend that certain Equipment Lease dated as of November 12, 1981 between the Lessor and the Lessee (the "Lease").

I. The first paragraph of Section 3(b) of the Lease is hereby amended to read as follows:

'(b) Interim Rent. The Lessee shall pay to the Lessor as "Interim Rent" for each Item of Equipment subject to this Lease one (1) payment which shall be in an amount equal to the product of: (x) the Owner's Cost times (1) 1% above the "Prime Rate" on the Closing Date divided by 365 times (2) the number of days from and including the Closing Date to but not including the "Basic Rent Commencement Date".'

The remainder of Section 3(b) remains unchanged.

II. Section 3(d)(ii) of the Lease is amended to read in its entirety as follows:

'The installments of Basic Rent for each Item of Equipment shall be due and payable on the 4th day of each July and each January during the term hereof commencing July 4, 1982 and with a final payment due on January 4, 1997 ("Basic Rent Dates"). If any of the Basic Rent Dates is not a Business Day, the rent payment otherwise payable on such date shall be payable on the next succeeding Business Day.'

III. Section 17(i) of the Lease shall be completed so that the reference to the Participation Agreement in the third line of that Section shall be to Section 8(m) of the Participation Agreement.

IV. With respect to the Lease as a whole, it is hereby agreed between the Lessor and the Lessee that the following provision expresses their mutual understanding:

'Severability. If any Item of Equipment or portion of the Lease attributable to such Item of Equipment is ever determined by the Internal Revenue Service to fail to qualify for the safe harbor provisions of Section 168(f)(8) of the Code, to the extent possible, the parties intend that the remaining Items of Equipment or portion of the Lease attributable to such Items of Equipment shall continue to qualify for the safe harbor provisions of Section 168(f)(8) of the Code. Nothing in this provision shall be interpreted to impair any of the Lessor's rights or remedies that arise upon the occurrence of an Event of Default.'

IN WITNESS WHEREOF, the parties have executed this amendment as of the day, month and year first above written.

RICHMOND LEASING COMPANY

MERCANTILE TEXAS  
CAPITAL CORPORATION

By [Signature] By [Signature]  
Its Vice President Its Exec Vice Pres.

The undersigned, being the Guarantor of the Lessee's obligations under the Lease, hereby consents to the foregoing Amendment and agrees to guaranty to the Lessor the Lessee's performance under the Lease as so amended.

RICHMOND TANK CAR COMPANY

By [Signature]  
Its Vice President  
Date 2/12/80

The undersigned, being the holder of a security interest in the Lease granted by the Lessor, hereby consents to the foregoing Amendment and agrees to hold as its collateral the Lessor's interest in the Lease as so amended.

CHEMICAL BUSINESS CREDIT CORP.

By [Signature]  
Its VP  
Date 3/11/80

STATE OF  
COUNTY OF

)  
) SS:  
)

On this February 17, 1982, before me personally appeared Jim A. Desmaris to me personally known, who being by me duly sworn, says that he is Vice President - Finance of Richmond Leasing Company; that said instrument was signed on behalf of said corporation by authority of its Board of Directors or its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Adelia M. Castro  
Notary Public

(Notarial Seal)

ADELIA M. CASTRO

Notary Public in and for the State of Texas

My Commission Expires

My Commission expires March 6, 1984

STATE OF TEXAS  
COUNTY OF DALLAS

)  
) SS:  
)

On this MARCH 30, 1982, before me personally appeared T. D. WEATHERLY personally known, who being by me duly sworn, says that he is EXECUTIVE VICE PRESIDENT of Mercantile Texas Capital Corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Beverly A. McKay  
Notary Public

(Notarial Seal)

My Commission Expires

2/19/84

STATE OF  
COUNTY OF

)  
) SS:  
)

On this February 17, 1982, before me personally appeared Amir S. Nersisyan to me personally known, who being by me duly sworn, says that he is Vice President Finance of Richmond Tank Car Company; that said instrument was signed on behalf of said corporation by authority of its Board of Directors or its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Adelia M. Castro  
Notary Public

(Notarial Seal)

ADELIA M. CASTRO

Notary Public in and for the State of Texas  
My Commission expires March 6, 1984

My Commission Expires

STATE OF NY  
COUNTY OF NY

)  
) SS:  
)

On this 22 March, 1982, before me personally appeared Tyler B. Dayton personally known, who being by me duly sworn, says that he is VP of Chemical Business Credit Corp.; that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathleen Wells  
Notary Public

(Notarial Seal)

KATHLEEN M. WELLS  
Notary Public, State of New York  
No. 314616764

Qu. New York County

Commission Expires March 30, 1982

My Commission Expires